

**Fox, Imes, & Crosby, LLC**  
 601 S. 10<sup>th</sup> St. Suite 202, Las Vegas, NV 89101  
 Ph: (702) 382-1007 Fax (702) 382-1921

**FOX, IMES & CROSBY, LLC**

Troy Fox, Esq.  
 Nevada Bar No. 11127  
 601 S. 10<sup>th</sup> St., Suite 202  
 Las Vegas, NV 89101  
 (702) 382-1007  
[info@FICLegal.com](mailto:info@FICLegal.com)  
[tfox@FICLegal.com](mailto:tfox@FICLegal.com)

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re:

Case No. 23-14371-NMC

Leo Harold Santoro,

Chapter: 13

Debtor.

Stephanie Santoro aka Stephanie D.  
 Gentry,

Adv. Case No. 24-01004-NMC

Plaintiff,

Hearing Date: April 18, 2024

vs.

Hearing Time: 9:30 a.m.

Leo Harold Santoro,

Defendant.

**Motion to Dismiss Plaintiff's Adversary Complaint**

COMES NOW, Debtor/Defendant Leo Harold Santoro, by and through his counsel of record Troy Fox of Fox, Imes & Crosby, LLC and hereby moves this Court to Dismiss Plaintiff Stephanie Santoro's Adversary Complaint in its entirety, with prejudice, pursuant to FRCP 12(b)(6) for failure to state a claim upon which relief can be granted.

This Motion is based upon the attached Memorandum of Points and Authorities, the exhibits attached, the papers and pleadings on file with the Court, and any oral

arguments the Court may consider at the time of hearing of this Motion.

DATED this 6<sup>th</sup> day of March 2024.

**Fox, Imes & Crosby, LLC**

/s/ Troy S. Fox

Troy S. Fox

Nevada Bar No. 11127

Attorney for Debtor

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. FACTS**

The debt at the center of the adversary complaint is the recent divorce decree entered into by the parties. The parties were married in February of 2022, and began divorce proceedings in early 2023, with the terms agreed to in about March or April of 2022, (just over one year after getting married) and all was finalized in August of 2023, meaning the marriage lasted legally only 18 months. There are no children between the two.

Additionally, as admitted in the Divorce Decree, a copy of which is attached hereto as **Exhibit "A"**, both parties were represented by counsel during the divorce proceedings. In fact, both parties admitted that "The parties have entered into this Stipulated Decree of Divorce freely, knowingly and intelligibly, and understand the contents of the Decree" (Ex. A, pg 1 ln. 26-27).

The Debtor filed his underlying Bankruptcy on October 5, 2023. Initially the case was filed as a Chapter 7, however, the Debtor filed a motion to convert the case to a Chapter 13 on January 3, 2024 (see Doc. #36). In his motion to convert, the Debtor admitted that he "owes an equalization payment to his former spouse pursuant to [a] divorce decree. He would like to provide for this through a chapter 13..." The Court granted the conversion and the order of conversion entered on February 8, 2024, after a hearing on the motion, which was unopposed.

1 The debt which the Plaintiff now seeks to make non-dischargeable is listed in the  
2 Divorce Decree, at page 5 of 13, on lines 12-17. That paragraph specifically states:

3 It is Further Stipulated, Ordered, Adjudged, and Decreed that Leo  
4 shall pay Stephanie \$2,000 weekly beginning May 19, 2023 and continuing  
5 for 26 total weeks until complete. This payment is **expressly for the**  
6 **purpose of Interest-free Reimbursement for a Loan exchanged**  
7 **between the parties and bargained-for equalization of all property and**  
8 **debt rights and obligations above” (emphasis added).**

9 The Plaintiff has now raised non-dischargeability arguments under 11. U.S.C.  
10 §523(a)(2)(A); and §523(a)(5). For the reasons stated below, the Plaintiff has failed to  
11 allege facts sufficient to sustain a claim under either of those sections of the bankruptcy  
12 code, and as such, the complaint should be dismissed with prejudice.

## 13 II. LEGAL STANDARD

14 A court may dismiss a plaintiff's complaint for “failure to state a claim upon which  
15 relief can be granted.” FRCP 12(b)(6). Rule 12(b)(6) is an appropriate vehicle to  
16 challenge legally deficient remedies or improperly pled claims. See Whittlestone v. Handi-  
17 Craft Co., 618 F.3d 970, 974 (9th Cir. 2010). A properly pled complaint is required to  
18 contain “a short and plain statement of the claim showing that the pleader is entitled to  
19 relief.” FRCP 8(a)(2). Detailed factual allegations are not mandated under Rule 8,  
20 however, “more than labels and conclusions” are needed. Ashcroft v. Iqbal, 129 S. Ct.  
21 1937, 1949 (2009). Therefore, to survive a motion to dismiss, a complaint must contain  
22 sufficient factual matter to “state a claim to relief that is plausible on its face.” Id at 1949  
23 (internal citation omitted).

24 In Iqbal, the U.S. Supreme Court set forth the two-step approach federal courts  
25 shall apply when considering motions to dismiss. First, the court must accept as true all  
26 well-pled factual allegations in the complaint. Id. at 1950. Notably, this same presumption  
27 is not extended to legal conclusions. Id. Mere recitations of the element of a cause of  
28 action supported by conclusory statements are additionally not sufficient. Id. at 1949.

1 Second, the court shall consider whether the factual allegations in the complaint  
 2 allege a plausible claim for relief. *Id.* at 1950. A claim is facially plausible only when the  
 3 plaintiff's complaint "alleges facts that allows the court to draw a reasonable inference  
 4 that the defendant is liable for the alleged misconduct." Righthaven, LLC v. DiBiase,  
 5 No.2:10-cv-01343-RLH-PAL, 2011 U.S. Dist. LEXIS 41480, at \*4 (D. Nev. Apr. 15, 2011)  
 6 (internal citations omitted). A complaint that fails to meet this standard must be  
 7 dismissed. *Id.*

8 With regards to claims under §523(a)(2)(A), the Plaintiff must allege facts which  
 9 support each element of the claim. "The required elements under §523(a)(2)(A) consist  
 10 of the following: (1) the defendant made false representations; (2) the defendant knew  
 11 the representations were false at the time made; (3) the defendant intended to deceive  
 12 the plaintiff; (4) the plaintiff justifiably relied on the representations; and (5) the plaintiff  
 13 sustained damages as a proximate result of these representations. (Cal. Bank & Tr. v.  
 14 Licursi (In re Licursi), 573 B.R. 786, 798 (Bankr. C.D. Cal. 2017)) Courts have also noted  
 15 "Section 523(a)(2)(A) renders non-dischargeable a debt for money "to the extent  
 16 obtained by" misrepresentation, fraudulent omission, or deceptive conduct. The operative  
 17 phrase here is "to the extent obtained by." *Id.* at 799.

18 In reference to the claim under §523(a)(5) the creditor must establish that the debt  
 19 is in fact a "domestic support obligation" under §523(a)(5) and is not a debt owed "to a  
 20 spouse, former spouse...of the debtor and not of the kind described in paragraph (5) that  
 21 is incurred by the debtor...in connection with a ...divorce decree...or a determination  
 22 made in accordance with State law..." as laid out in §523(a)(15). 11 U.S.C. §101(14A)  
 23 defines in relevant part, a "domestic support obligation" as "a debt that accrues  
 24 before...the order for relief in a case under this title...that is – (A) owed to or recoverable  
 25 by – (i) a spouse...; (B) **in the nature of alimony, maintenance, or support of such**  
 26 **spouse...**; (C) established...before...the order for relief in a case under this title, by  
 27 reason of applicable provisions of – (i) a...divorce decree...;" (**emphasis added**).  
 28

1 As will be further indicated below, as this Court applies the relevant standards, the  
 2 necessary conclusion will be that the Plaintiff has failed to plead sufficient facts to support  
 3 her claims.

### 4 III. LEGAL ARGUMENT

#### 5 A. Plaintiff Has Failed to State Sufficient Facts to Support A Claim Under 6 §523(a)(2)(A).

7 The allegations made do not support the required elements for a claim under  
 8 §523(a)(2)(A). First, the Plaintiff must show that the Defendant made false  
 9 representations at the time the parties entered into the Divorce Decree. Here, the  
 10 Divorce Decree makes clear at page 10 of 13, lines 17-20 that:

11 The parties further acknowledge and agree that they are fully aware  
 12 of and understand the contents, legal effect, and consequences of this  
 13 Decree of Divorce; that they enter into this Decree of Divorce freely,  
 14 voluntarily, free from duress, fraud, undue influence, coercion or  
 15 misrepresentation of any kind, and with full knowledge of the consequences  
 16 thereof.

17 Further, on the next page, at lines 1-6 the parties agreed:

18 Plaintiff and Defendant agree that all other agreements heretofore  
 19 made between them, whether oral or written, shall be null and void upon the  
 20 execution of the Decree of Divorce. The parties further represent and agree  
 21 that no warranties or representations, whether written or oral, except as  
 22 may be expressly provided in this Decree of Divorce, have been made by  
 23 either party to the other to induce the execution of this Decree of Divorce,  
 24 and the parties hereto agree that his(sic) Decree of Divorce contains their  
 25 entire agreement.

26 With that understanding, and with the advice of counsel, and with a complete  
 27 understanding of the legal consequences of the agreement she was entering into, the  
 28 Plaintiff entered into the Divorce Decree with the Debtor. And according to that  
 document, at the time the parties entered into the agreement, the only representations  
 they relied on were the ones made in the decree and they had a full understanding of the  
 legal consequences of the terms of that decree.

1 The Plaintiff then alleges that after the parties entered into the decree, the  
 2 Defendant admitted that as of May, he was going to be unable to pay the \$2000. This is  
 3 consistent with the initially filed Schedule J, which listed his debt obligation at \$1163 per  
 4 month, and at that amount left him with a \$0 budget after his other expenses. In other  
 5 words, as indicated in his filing, he wasn't going to be able to make the \$2000 payment  
 6 the Divorce Decree called for<sup>1</sup>.

7 The Plaintiff then provides one side of various text messages sent by the  
 8 Defendant to the Plaintiff. While it is clear why these parties are divorced, as the Court  
 9 reviews these messages, all sent AFTER the terms of the Divorce Decree were  
 10 submitted, the e-mails make clear that the Debtor couldn't make payments on the  
 11 property settlement debt to his ex-wife, and that he intended to file bankruptcy. The  
 12 Debtor admits "Not paying you 2000 a week go ahead do what you need to do." This is  
 13 an admission that he wasn't able to pay a bill, one of many which led him into bankruptcy.  
 14 There is no admission that in January, February or March, while the parties were  
 15 finalizing the agreement that the Debtor intended to never pay the Plaintiff.

16 The Debtor then states on May 23 in a text "with u called a loan I'll fill [sic] BK be  
 17 done with you. Have a nice life idiot." Again, the Debtor admits he is contemplating a  
 18 bankruptcy filing and that the bankruptcy will be the way he will deal with the property  
 19 settlement amount owed to the Plaintiff. This cannot be a misrepresentation since it is  
 20 true. And while the name calling is unnecessary, what it shows is far from what the  
 21 Debtor alleges. Indeed, this is a factual statement about his intention, which turned out to  
 22 be entirely true. It therefore cannot be a false, fraudulent, or misleading statement.

23 The Plaintiff then again provides various text messages from the Defendant  
 24 (leaving out any response or context from the Plaintiff), wherein the Defendant again  
 25 indicates that he is converting his case to a Chapter 13, which he did, that payments to  
 26 his ex were only going to be through the plan, which is what will be required to happen.

27 \_\_\_\_\_  
 28 <sup>1</sup> There was a change to the Debtor's finances, specifically obtaining consulting work which has increased  
 his income and made a Chapter 13 possible.



The Debtor further indicates he may not pay the full debt, which in the case of a Chapter 13, to the extent these are property settlement amounts, may be true. The point is, that while crude, and clearly angry texts, nothing the Debtor said was false, and nothing that he said indicated when he entered into the decree in March/April of 2023, that he intended to mislead the Plaintiff. And again, the Plaintiff admitted in the Divorce Decree that there were no misrepresentations and no fraud by either party. All of which means that even if taken as true, the Plaintiff has not alleged anything that would make the statements of the Defendant, in the divorce decree, fraudulent. Indeed, if anything, the Debtor has been broadcasting his intent to file bankruptcy and has followed through with that representation as he indicated.

There simply are no false statements that the Plaintiff has been able to point to, that would contradict the very specific representations in the Divorce Decree. And without a false or fraudulent statement, the Plaintiff cannot sustain a cause of action under §523(a)(2)(A).

Further, with all of the statements that the Plaintiff relies upon, being made by the Defendant AFTER the agreement was signed; with full knowledge of the Debtor's financial situation; and with NONE of those agreements being false or indicating AT THE TIME the Divorce Decree was finished between the parties, that the Debtor made a false or misleading statement with the intent to deceive the Plaintiff; and with the Divorce Decree itself making clear that the ONLY information relied upon by the Plaintiff was the information contained in the Divorce Decree; the Plaintiff cannot sustain the 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> factors required to be proven to sustain the Plaintiffs claim. Being unable to establish these elements, and indeed with a formal Divorce Decree making representations contrary to the elements of a §523(a)(2)(A) claim, the Plaintiff cannot succeed on her claim, and it should be dismissed with prejudice.

**B. The Debt In Question Is Clearly A §523(a)(15) Debt, And Not A §523(a)(5) Debt.**

The bankruptcy code creates two different types of debts streaming from a divorce decree. The first type found in §523(a)(5) are those debts which are "in the nature of

support” such as child support and alimony. The second type, broader and more encompassing are those found in §523(a)(15) and include any debt created by a divorce decree that is not “in the nature of support.” These have generally been held to include equalization payments and property settlement. (see Peery v. Escobar (In re Peery), No. AZ-18-1311-FLB, 2019 Bankr. LEXIS 2441, at \*10-11 (B.A.P. 9th Cir. Aug. 2, 2019)

The Debt in question in the Divorce Decree specifically states “This payment is expressly for the purpose of Interest-free Reimbursement for a Loan exchanged between the parties and bargained-for equalization of all property and debt rights and obligations above.” It literally could not have been clearer. Additionally, this is consistent with a marriage that only lasted 18 months. There would be little expectation for alimony payments when the parties have been married for so short a time, and therefore would be less likely to have become financially dependent on one another.

Further, §1328(a)(1) makes clear that debts under §523(a)(15) are discharged IF the Debtor completes the Chapter 13 successfully. Here, that is yet to be seen, but if the Debtor makes all payments under the plan, any remaining amount owed to the Plaintiff will be discharged.

HOWEVER, the majority of the money the Debtor pays into the plan over the next 3 years is likely to go to the Plaintiff, the Trustee will review the information and ensure the Debtor is paying all of his disposable income to the plan, and the Chapter 13 will be overseeing the Debtor for the next 3 years to determine if there is ever additional money available to pay to creditors including the Plaintiff.

All of that being the situation, the Plaintiff cannot sustain a claim under §523(a)(5), as the Debt is NOT an (a)(5) debt, but is an (a)(15) debt as clearly indicated by the decree.

### **C. Even If Granted Leave to Amend, the Plaintiff Could Not Prevail.**

As this Court is well aware, generally leave to amend is given freely, so that a party can correct insufficient pleadings. However, this leave is not without limitations. “The central inquiry for a court in determining whether to grant leave to replead under Rule 15 is whether such “amendment would be futile.” (Loreley Fin. (Jersey) No. 3 Ltd. v.



1 Wells Fargo Sec., LLC, 797 F.3d 160, 191 (2d Cir. 2015)). Here, leave should not be  
2 granted because granting such leave would be futile.

3 Here, the Plaintiff's own evidence, even if taken as true, fails to establish the  
4 necessary elements for a §523(a)(2)(A) claim. The Decree makes clear these parties  
5 entered into the agreement under the advice of counsel, were fully aware of the  
6 consequences of the decree as written, they relied only on the information in the decree,  
7 and they still proceeded with the decree.

8 All the text messages came after the decree was agreed to, and even the relevant  
9 ones are in fact true. They show the Debtor not only didn't lie to the Plaintiff but told her  
10 the truth; that he couldn't make the payment, that he was going to file bankruptcy, that he  
11 was going to file a Chapter 13 and that he was going to deal with her debt in that Chapter  
12 13. None of that was a lie, was a misrepresentation, or a misstatement. So, there is no  
13 way the Plaintiff can prevail on a §523(a)(2)(A) claim.

14 Second, the debt in question is a §523(a)(15) debt, NOT an (a)(5) debt. As such, it  
15 is dischargeable pursuant to §1328. But such discharge is conditioned on the Debtor  
16 complying with the obligations of a Chapter 13 Debtor.

#### 17 IV. CONCLUSION

18 For the above stated reasons, the Plaintiff's complaint should be dismissed with  
19 prejudice and without leave to amend. The Plaintiff has simply failed to allege sufficient  
20 claims with sufficient support to sustain the claims for non-dischargeability raised under  
21 §523(a)(2)(A) and §523(a)(5). Even if the Court were to accept all the representations of  
22 the Plaintiff as true, the Plaintiff cannot sustain her claims for non-dischargeability, and  
23 for that reason leave to amend would be futile.

24 Dated this 6<sup>th</sup> day of March 2024

25 **Fox, Imes & Crosby, LLC**

26 /s/ Troy S. Fox

27 Troy S. Fox

28 Nevada Bar No. 11127

Attorney for Debtor

**CERTIFICATE OF MAILING**

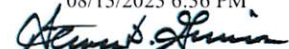
I hereby certify that on the 6<sup>th</sup> day of March 2024, I served **Motion to Dismiss Plaintiff's Adversary Complaint** via ECF generated upon all counsel set up to receive notice via electronic service in this matter. Specifically, to the following:

SHAWANNA L. JOHNSON, ESQ.  
Law Offices of Shawanna L. Johnson, Esq.  
3311 S. Rainbow Blvd., Suite 144  
Las Vegas, NV 89146



A Fox, Imes & Crosby, LLC Employee

**EXHIBIT “A”**

Electronically Filed  
08/13/2023 6:36 PM  
CLERK OF THE COURTTHE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 982-7171

1 **DECD**  
 2 **THE JACKS LAW GROUP**  
 3 **David R. Jacks, Esq.**  
 4 Nevada Bar No. 12409  
 5 Theodore M. Medlyn, Esq.  
 6 Nevada Bar No. 15284  
 7 1057 Whitney Ranch Drive, Suite 350  
 8 Henderson, Nevada 89014  
 9 Telephone: (702) 834-6300  
 10 Facsimile: (702) 982-7171  
 11 david@thejackslawgroup.com  
 12 teddy@thejackslawgroup.com  
 13 *Attorney for Plaintiff*

14 **EIGHTH JUDICIAL DISTRICT COURT**  
 15 **FAMILY DIVISION**  
 16 **CLARK COUNTY, NEVADA**

17 LEO SANTORO,

Case No.: D-23-666886-D

18 Plaintiff,

Dept. No.: S

19 vs.

20 STEPHANIE SANTORO,

21 Defendant.

22 **STIPULATED DECREE OF DIVORCE**

23 COMES NOW, the Plaintiff, LEO SANTORO ("Leo"), by and through his  
 24 attorney of record, David R. Jacks, Esq., of The Jacks Law Group and Defendant,  
 25 STEPHANIE SANTORO ("Stephanie") by and through her attorney of record, Robert  
 26 Blau, Esq., of the law firm 702-DIVORCE, who have resolved this matter by way of  
 27 the terms set forth herein. The parties have entered into this Stipulated Decree of  
 28 Divorce freely, knowingly, and intelligibly, and understand the contents of the Decree.

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6900 FAX (702) 982-7171

### JURISDICTION

1. That the Court has complete jurisdiction in the premises, both as to the subject matter and as to the Parties herein.
2. That Plaintiff, Leo, has been a resident of the state of Nevada for at least six (6) weeks prior to filing this Complaint and intends to make Nevada his home for an indefinite period of time.
3. That the Parties were married on February 22, 2022, in Las Vegas, Nevada, and ever since have been and continue to be husband and wife.
4. The Parties have become, and continue to be, incompatible in marriage and no reconciliation is possible. The Parties are entitled to a Decree of Divorce.
5. That there are no minor children, by birth or adoption and neither party is pregnant.

### PROPERTY

6. That Leo shall keep the following property as his sole and separate property, subject to any mortgage, loan, or other encumbrance, if any:
  - a. 1985 Chevy Silverado
7. That Stephanie shall pay \$6,000 to Leo within 30 Days of notice of entry of this Decree as equitable EQUALIZATION PAYMENT for all other assets and debts.
8. That Leo shall pay Stephanie \$2,000 weekly beginning May 19, 2023 and continuing for 26 total weeks until complete. This payment is expressly for

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-4300 FAX (702) 982-7171

the purpose of Interest-free Reimbursement for a Loan exchanged between the parties and bargained-for equalization of all property and debt rights and obligations above.

9. That the Parties should keep all other assets, accounts, clothing, jewelry, or other personal property in their current name and possession as their respective sole and separate property.

10. That except as otherwise provided in this Decree, the Parties waive and relinquish any and all rights or claims, in law or in equity, towards the Other Party. These include without limitation: the right to split or in any way share or claim any interest whatsoever, now or at any future time, in IRAs, 401(k) plans, or any defined contribution plan, defined benefits plan, retirement plan or pension, savings plan, or profit sharing plan of any type available through employment, or any benefits thereof, which the other Party presently has or may acquire in the future.

### **DEBTS**

11. That the Parties shall keep any and all unsecured debts that are in their names as their sole and separate debt, and the Parties shall also have the respective debts of any item that is listed in Paragraphs 6, and 8 listed above, and will indemnify, defend, and hold each other harmless from the same. If a party has half the interest in a property, they also have half the debt, if any. If there is a secured debt and the item is now owned by the other Party, the other



THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 894-6300 FAX (702) 962-7171

Party has the property gets the debt that goes with the property as well. Each party shall also indemnify, defend, and hold harmless each other from any and all of their respective credit card debt, medical debt, or any and all debts in their name without the other person.

### TAXES

12. That the Parties shall File Federal Income Taxes as single unmarried persons for Tax Year 2023 and forward. Each party shall indemnify, defend, and hold harmless each other from their respective tax debt if any.

### NAME CHANGE

13. That Defendant should have her maiden name STEPHANIE GENTRY restored to her.

### BEHAVIORAL OBLIGATIONS

14. That both parties are enjoined from publishing the likeness of the other in any public or online forum. Reasonable steps shall be taken by both parties to retract, delete, or otherwise remove any previously published likenesses immediately and no later than 30 Days from Notice of this Decree.

Approved by:

LEO SANTORO  
Plaintiff

STEPHANIE SANTORO  
Defendant

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 982-7171

**PROPERTY AND DEBT DIVISION**

**NOW THEREFORE, IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that the Property and debt division listed *supra* shall be adopted and ordered as though fully set forth in this order.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that Stephanie shall pay \$6,000 to Leo within 30 Days of notice of entry of this Decree as equitable EQUALIZATION PAYMENT for all other assets and debts.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that Leo shall pay Stephanie \$2,000 weekly beginning May 19, 2023 and continuing for 26 total weeks until complete. This payment is expressly for the purpose of Interest-free Reimbursement for a Loan exchanged between the parties and bargained-for equalization of all property and debt rights and obligations above.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that the Parties should keep all other assets, accounts, clothing, jewelry, or other personal property in their current name and possession as their respective sole and separate property.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that the parties should keep all other debts in their current name and possession as their respective sole and separate obligation, holding the other harmless and defending and indemnifying them from the same.

THE JACKS LAW GROUP  
1037 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 882-7171

1 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND  
2 DECREEED that the community asset and debt division delineated herein and  
3 stipulated by the parties is, to the extent practicable, and equal distribution of the  
4 community assets and debts.  
5

#### 6 TAXES

7  
8 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND  
9 DECREEED That the Parties shall File Federal Income Taxes as single unmarried  
10 persons for Tax Year 2023 and forward.  
11

#### 12 NAME CHANGE

13 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND  
14 DECREEED that Plaintiff may have her former or maiden name of STEPHANIE  
15 GENTRY restored to her, if she desires.  
16

#### 17 ATTORNEY FEES AND COSTS

18 IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND  
19 DECREEED that for all costs and fees incurred, each party shall bear their own  
20 obligations.  
21

#### 22 BEHAVIORAL

23  
24 That both parties are enjoined from publishing the likeness of the other in any  
25 public or online forum. Reasonable steps shall be taken by both parties to retract,  
26 delete, or otherwise remove any previously published likenesses immediately and no  
27 later than 30 Days from Notice of this Decree.  
28

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 982-7171

**MISCELLANEOUS & NOTICES**

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that each party shall maintain and pay for his/her own automobile insurance and health insurance and will indemnify and hold each other harmless from the same.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that unless otherwise ordered herein above, each of the Parties hereto shall upon request execute any and all documents necessary to effectuate the terms of this Decree of Divorce. Should either party fail to execute any necessary documents, the Clerk of the Court is empowered to execute the same pursuant to Rule 70, and the Party who failed to cooperate will be responsible for all the other Party's reasonable attorney's fees and costs to effectuate the execution of the necessary documents.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that if any claim, action or proceedings is brought seeking to hold one of the Parties hereto liable on account of any debts, obligation, liability, act or omission assumed by the other Party, the responsible Party will, at his or her expense, defend the innocent party against any such claim or demand and he or she will indemnify, defend and hold harmless the innocent party. Any debt not listed herein shall be assumed by the Party who incurred the debt.

**IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND DECREED** that except as otherwise specified herein, any and all property acquired,

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 330  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 982-7171

1 income received or liabilities incurred by either of the Parties hereto from and after the  
2 date of entry of this Decree shall be the sole and separate property of the one acquiring  
3 same, and each of the Parties hereto respectively grants to the other all such future  
4 acquisitions of property as the sole and separate property of the one so acquiring the  
5 same and holds harmless and agrees to indemnify the other Party from any and all  
6 liabilities incurred.  
7

8  
9 **IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND**  
10 **DECREED** that each of the Parties herein each expressly give up their respective  
11 rights to request a formal Findings of Fact and Conclusions of Law, or to appeal any  
12 Judgment or Order of this Court made and entered in these proceedings or the right to  
13 move to a new trial.  
14

15 The Parties are put on notice of the following waivers:  
16

17 • **FULL DISCLOSURE OF PROPERTY**

- 18 ○ Plaintiff and Defendant each covenant and represent to the other that he  
19 or she has made a full and fair disclosure of all property, or interest in  
20 property, owned by Plaintiff and/or Defendant. Should it be found that  
21 there exist other community assets and/or debts which have not been  
22 disclosed in this litigation and/or stated in this Decree of Divorce, either  
23 party may move the court for a partition of such asset(s), or for  
24 indemnification of such debt(s), at any time hereafter. With respect to  
25 this paragraph, each party hereto specifically waives any and all  
26 limitation periods for the bringing of an action to partition such  
27 undisclosed asset(s) and debt(s) and further specifically stipulates that  
28 the failure to disclose such asset(s) and debt(s) constitutes extrinsic  
fraud, which will invoke the jurisdiction of the court to participation such  
undisclosed asset(s) and debt(s) at any future time.

///

THE JACKS LAW GROUP  
1037 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-5000 FAX (702) 982-7171

1 • LEGAL REPRESENTATION

2     o Each party hereto stipulates with the other and warrants that he or she  
3     has had the opportunity for independent legal representation by counsel  
4     of his or her own choosing in the negotiations for and the preparation of  
5     this Decree of Divorce. Defendant hereby acknowledges, represents,  
6     and warrants that she has retained **Robert Blau, Esq. of 702-DIVORCE**  
7     for the purpose of representing her in the litigation and preparation of  
8     this Decree of Divorce. Plaintiff hereby acknowledges, represents, and  
9     warrants that he has retained **David Jacks, Esq. of The Jacks Law**  
10    **Group** for the purpose of representing him in the litigation and  
11    preparation of this Decree of Divorce.

12     o Each party to this Decree of Divorce hereby understands and  
13    acknowledges that **Rober Blau, Esq., and 702-DIVORCE** represents  
14    Stephanie in this matter and is an advocate for her position, and that  
15    **David Jacks, Esq. and The Jacks Law Group**, represents Leo in this  
16    matter and is an advocate for his position. Both parties have entered into  
17    this Decree of Divorce without undue influence or coercion, or  
18    misrepresentation, or for any other cause except as herein specified.

19 • KNOWLEDGE, DISCLOSURE, AND WAIVERS

20     o Each party enters into this Decree of Divorce having had a reasonable  
21    opportunity, with the advice of independent counsel, to obtain full  
22    knowledge of the extent and approximate present value of the  
23    community property and separate property of the other, and to the extent  
24    of having declined to examine and/or investigate, has thereby waived  
25    and does hereby waive and relinquish the right to do so.

26     o Plaintiff and Defendant hereby acknowledge they are sufficiently  
27    acquainted with the other's earnings, property, and financial obligations  
28    in the degree and to the extent requested; that they have had reasonable  
  opportunity to obtain knowledge of the property and financial  
  obligations of the community and/or the other and, to the extent that they  
  have not availed themselves of the opportunity to obtain such  
  knowledge, each said party expressly waives the right to further  
  disclosure thereof; that they have each ascertained and weighed all the  
  facts, conditions, and circumstances likely to influence their judgment  
  herein; that all matters embodied herein as well as all questions pertinent  
  hereto have been fully and satisfactorily explained; that they have  
  individually given due consideration to such matters and questions; that  
  individually clearly understand and consent to all the provisions hereof;



THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-5300 FAX (702) 962-7171

and that they are entering into this Decree of Divorce, freely, voluntarily, without duress, and with full knowledge of the consequences thereof. Each party voluntarily and expressly waives any right to further disclosure of the property, earnings, and financial obligations of the community or the other party beyond the disclosure provide prior and within this Decree of Divorce.

- o Plaintiff and Defendant acknowledge and agree that at their specific instructions, **Robert Blau, Esq.** and/or **David Jacks, Esq.**, have undertaken only minimal discovery and investigation to determine or confirm the nature, extent, or valuation of the subject assets and obligations. Plaintiff and Defendant hereby indemnify and agree to hold harmless, **Robert Blau, Esq.** and/or **David Jacks, Esq.** and their respective law firms from liability relating to the valuation of community assets and/or the herein described division of property. Plaintiff and Defendant also acknowledge and agree that each of them has independently obtained sufficient information necessary for them to individually determine to their satisfaction, the nature, extent, and/or valuation of the subject assets and obligations. Plaintiff and Defendant further acknowledge and agree that each of them has not relied on any representations by **Robert Blau, Esq.** and/or **David Jacks, Esq.** as to the nature, extent, and valuation of the subject assets and obligations or with respect to the division of properties and indebtedness.

- o The parties further acknowledge and agree that they are fully aware of and understand the contents, legal effect, and consequences of this Decree of Divorce; that they enter into this Decree of Divorce freely, voluntarily, free from duress, fraud, undue influence, coercion or misrepresentation of any kind, and with full knowledge of the consequences thereof.

• **TAX ADVICE**

- o Plaintiff and Defendant acknowledge and agree that each of them has had the opportunity to discuss with independent tax counselors other than attorneys of record in the divorce action filed pertaining to the parties, concerning the income tax and estate tax implications and consequences associated with the agreed upon division of properties and indebtedness as set forth herein, and that **Robert Blau, Esq.** and **702-DIVORCE** and **David Jacks, Esq.** and **The Jacks Law Group**, were not expected to provide, nor did they provide, and tax advice concerning this Decree of Divorce.

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 854-6300 FAX (702) 962-7171

1 • OTHER AGREEMENTS AND REPRESENTATIONS

- 2     o Plaintiff and Defendant agree that all other agreements heretofore made  
3     between them, whether oral or written, shall be null and void upon the  
4     execution of this Decree of Divorce. The parties further represent and  
5     agree that no warranties or representations, whether written or oral,  
6     except as may be expressly provided in this Decree of Divorce, have  
7     been made by either party to the other to induce the execution of this  
8     Decree of Divorce, and the parties hereto agree that his Decree of  
9     Divorce contains their entire agreement.

10 • MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES

- 11     o Plaintiff and Defendant agree that except as herein specified, each party  
12     hereto is hereby released and absolved from any and all obligations and  
13     liabilities for the future acts and duties of the other, and, except as herein  
14     specified, each of the parties hereby releases the other from any and all  
15     liabilities, debts, or obligations of every kind or character incurred up to  
16     this date.

17 • NO PARTY DEEMED DRAFTER

- 18     o Plaintiff and Defendant agree that neither party shall be deemed drafter  
19     of this Decree of Divorce and, in the event this Decree of Divorce is  
20     construed by a court of law or equity, such court shall not construe this  
21     Decree of Divorce or any provision hereof against either party as the  
22     drafter of the Decree of Divorce. Plaintiff and Defendant hereby  
23     acknowledge that both parties have contributed substantially and  
24     materially to the preparation of this Decree of Divorce.

25 **IT IS FURTHER STIPULATED, ORDERED, ADJUDGED, AND**  
26 **DECREED** that each Party shall submit the information required by NRS 125.130 on  
27 a separate form to the Court. Such information shall be maintained by the Clerk of the  
28 Court in a confidential manner and shall not be made part of the public record.

**NOTICE IS HEREBY GIVEN** that you have an affirmative duty to update any  
changes in your personal information by filing a Notice of Change of Address form, to  
ensure future receipt of notice in this action. The form can be found at the following

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 982-7171

link: <https://www.familylawselfhelpcenter.org/images/forms/misc/address-change-pdf-fillable.pdf>

NOW THEREFORE, IT IS HEREBY STIPULATED, ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony now and heretofore existing between the Parties are hereby wholly dissolved, set aside, and forever held for naught, and that an absolute Decree of Divorce is hereby granted to the Parties, and each of the Parties are hereby restored to the status of a single, unmarried person.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated this 13th day of August, 2023

*Vincent Ochoa*

9E7 374 B6C8 154E  
Vincent Ochoa  
District Court Judge  
702-DIVORCE

THE JACKS LAW GROUP, PLLC

*Teddy Malyn*

David R. Jacks, Esq.  
Nevada Bar No. 12409  
Theodore M. Medlyn, Esq.  
Nevada Bar No. 15284  
1057 Whitney Ranch Drive, Suite 350  
Henderson, Nevada 89014  
Telephone: (702) 834-6300  
David@thejackslawgroup.com  
Teddy@thejackslawgroup.com  
Attorneys for the PLAINTIFF  
Leo Santoro

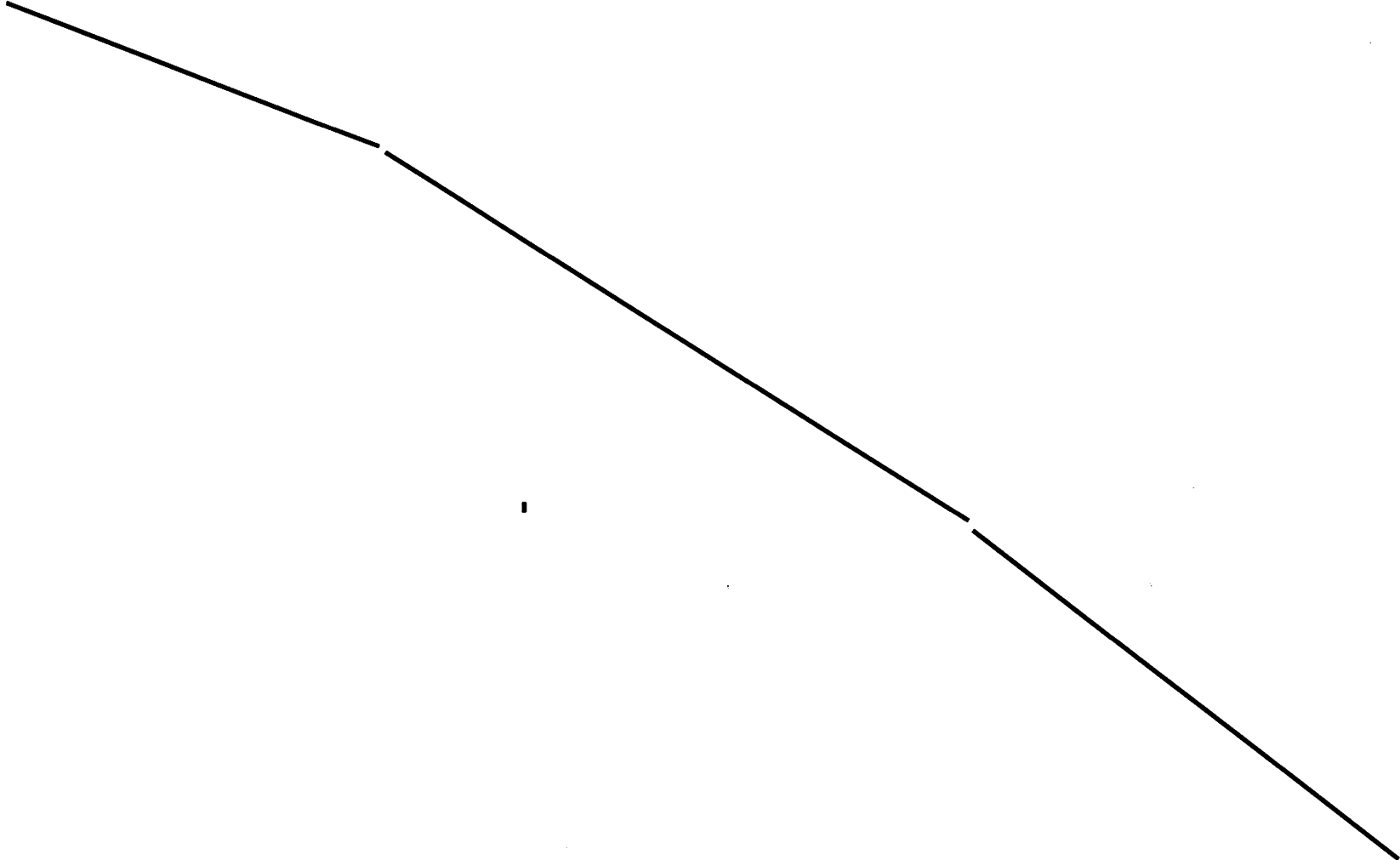
*Robert Blau*

ID yojBRWxXD3PfGoeKKuuF6SBX

ROBERT BLAU, ESQ.  
Nevada Bar No. 10857  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014  
(702) 988-2600  
rblau@defendingnevada.com  
Attorney for DEFENDANT  
Stephanie Santoro

THE JACKS LAW GROUP  
1057 WHITNEY RANCH DRIVE, SUITE 350  
HENDERSON, NEVADA 89014  
(702) 834-6300 FAX (702) 982-7171

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## eSignature Details

---

<b>Signer ID:</b>	<b>rXCBnQ8oRy6mck7EpEpXtNSr</b>
<b>Signed by:</b>	Stephanie Santoro
<b>Sent to email:</b>	stephanie.d.gentry@gmail.com
<b>IP Address:</b>	172.56.209.8
<b>Signed at:</b>	May 17 2023, 11:44 am PDT

## eSignature Details

---

<b>Signer ID:</b>	<b>yojBRWxD3PfGoekkuuF6SBX</b>
<b>Signed by:</b>	Robert Blau, Esq.
<b>Sent to email:</b>	rblau@defendingnevada.com
<b>IP Address:</b>	70.191.138.10
<b>Signed at:</b>	May 17 2023, 12:16 pm PDT



1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Leo Santoro, Plaintiff

CASE NO: D-23-666886-D

7 vs.

DEPT. NO. Department S

8 Stephanie Santoro, Defendant.  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Decree of Divorce was served via the court's electronic eFile system to  
13 all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/13/2023

15 Damian Sheets dsheets@defendingnevada.com

16 Family Paralegal info@defendingnevada.com

17 Eileen Tortuga tortuga@defendingnevada.com

18 Robert Blau rblau@defendingnevada.com

19 Rachel Salinas rachel@defendingnevada.com

20 Stephanie Santoro stephanie.d.gentry@gmail.com

21 Emily Whitney emily@defendingnevada.com

22 Natalie Villanueva natalie@defendingnevada.com

23 David Jacks david@thejackslawgroup.com

24 Theodore Medlyn teddy@thejackslawgroup.com

25 Jamie Jacks jamie@thejackslawgroup.com  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Leah Wells

leah@thejackslawgroup.com